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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/815,691	04/02/2004	George Harry Hoffman	062834-0223	9713
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FOLEY AND LARDNER LLP SUITE 500 3000 K STREET NW WASHINGTON, DC 20007			EXAMINER POND, ROBERT M	
			ART UNIT 3625	PAPER NUMBER
			MAIL DATE 07/05/2007	DELIVERY MODE PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

**Office Action Summary**

Application No.

10/815,691

Applicant(s)

HOFFMAN ET AL.

Examiner

Robert M. Pond

Art Unit

3625

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 11 April 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-24,26-46,48-55 and 57-59 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-24,26-46,48-55 and 57-59 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                       | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

## **DETAILED ACTION**

### ***Response to Amendment***

The Applicant canceled claims 25, 47, and 56, and newly added claims 57-59. All pending claims 1-24, 26-46, 48-55, and 57-59 were examined in this final office action necessitated by amendment.

### ***Response to Arguments***

Applicant's arguments filed 11 April 2007 have been fully considered but they are not persuasive. Schleicher discloses a master purchase order containing multiple purchase orders. The purchase order process can handle multiple documents within a master document. If more than one purchase order exists within the document, they are extracted out and put individually into the message queue that starts a new purchase order process per document 506 (see at least FIG. 3; 0052). In light of the prior art, the Examiner considers the Applicant's amended subject matter and arguments thereof having little substance beyond the teaching of Schleicher. The Examiner is suggesting the Applicant consider a telephone interview for further discussion. There may be other subject matter alternatives available to the Applicant to consider.

### **Admitted Prior Art (ON1 and ON2)**

If applicant does not seasonably traverse the well-known statement, or official notice, during examination, then the object of the well-known statement is

admitted as prior art. In re Chevenard, 139 F.2d 71, 60 USPQ 239 (CCPA 1943).

A seasonable challenge constitutes a demand for evidence made as soon as practicable during prosecution. Thus, applicant is charged with rebutting the well-known statement in the next reply after the Office action in which the well-known statement was made.

To adequately traverse an official notice, an applicant must specifically point out the supposed errors in the examiner's action, stating why the noticed fact is not considered to be common knowledge or well-known in the art. See 37 CFR 1.11 I(b). See also Chevenard, 139 F.2d at 713, 60 USPQ at 241. A general allegation that the claims define a patentable invention without any reference to the examiner's assertion of official notice is inadequate. [MPEP 2144.03(c)]. As in this case, where the applicant has not traversed the examiner's assertion of official notice, the statement is taken to be admitted prior art.

### ***Claim Rejections - 35 USC § 103***

The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

- 1. Claims 1-7, 9-14, 19-24, 26-36, 41-46, and 49-59 are rejected under 35 USC 103(a) as being unpatentable over Schleicher (US 2003/0115119) view of Yehia (US 2002/0147726), further in view of ON2 (admitted prior art regarding old and well known in the arts).**

Schleicher teaches all the limitations of claims 1, 3, 5, 7, 9, 11, 26, 29, and 48. For example, Schleicher discloses a system and method of Amphire Solutions that facilitates business transactions between trading partners joined in an exchange network via a hub entity (see at least Fig. 2; 0001-0008). Schleicher further discloses:

- a supply chain management computer receiving in a supply chain system from a buyer who has entered a buyer system ID a selection of an item to order; (see at least 0050).
- providing a display option to the buyer to generate an order to a supplier for an individual store only or to order for a plurality of stores of the buyer;

Inherent in Schleicher are the display structures necessary to permit a buyer to generate an order to a supplier. For example, Schleicher discloses purchases order(s) created by one trading partner being received by a trading partner (see at least 0049-0050).

- if an order is to be generated for a plurality of stores of the buyer, the supply chain management computer displaying an electronic order form for generating an order for the plurality of different stores associated with the buyer system ID, wherein a designation for each of the plurality of the stores is displayed, with each different store having a separate order amount field; master document contains multiple purchase orders created by a trading partner and is extracted out and put individually into the

message queue that starts a new purchase order process per document (see at least 0051-0053).

- receiving data to populate the order amount field for at least one of the plurality of stores; order amount or quantity populates the purchase order for at least one of the plurality of stores as evidenced by the fact that inconsistencies that are checked for are based on the business rules of the partners and can include such items as price, quantity, and product numbers (see at least 0069).
- and sending out the electronic order form to at least one supplier. purchase order is sent to the trading partner (see at least 0053-0056).
- web page displays: hub built on web server (please note: requires web browser for user display) (see at Figs. 3 and 4; least 0034).
- store address: URLs; uses file address locations for each trading partner (see at least 0037; 0050).
- Purchase order acknowledgments: confirmation/acknowledgements (see at least 0043-0049).
- threshold amount: inconsistencies that are checked for are based on the business rules of the partners and can include such items as price, quantity, and product numbers. If the business rules specify a threshold of inconsistency, this threshold can trigger a cancellation process for the purchase order (see 0069).

- Trading partners: any business desiring to trade (see at least 0004).

Please note: restaurants, grocery stores, hardware stores, etc are example of trading partners that do business with distributors, wholesalers, manufactures, also trading partners. Please note supporting reference Item V, whereby RSI (Assignee) is using Amphire's system and method to support Burger King restaurants.

- Shipping address: Inherent in Schleicher are the structures necessary to permit assigning shipping address(s) to trading partners. For example, Schleicher discloses use of shipping labels for trading partners, shipping orders, and shipment acknowledgements (see at least 0022; 0043; 0069).
- Systems, program code, logic: software component of system as identified in Figures 3 and 4 are executed on computers that a) manage databases, and b) provide services to local and remote client computers over networks (e.g. Internet) (see at least Figs. 2-4); Logic is used to execute the flow diagrams of Fig. 5a and Fig. 5b.

Schleicher teaches all the above as noted under the 103(a) rejection and teaches a) a system that facilitates the exchange of documents between supply chain trading partners, b) applying business rules per agreements established between trading partners and checking for inconsistencies with transmitted documents using agreements as basis for detecting inconsistencies, and c) populating purchase order documents with amount data for a plurality of stores, but does not disclose automatically populating an amount field. On the other

hand prior art that teaches user interface programming techniques to facilitate accurate business transactions between trading partners in a value chain network would serve as a relevant teaching. Yehia teaches a programming technique that automatically populates fields with data extracted from a contract in force between trading partners (see at least 0241) and further teaches triggering a cancellation of an order if the sum of orders from a trading partner exceeds the contract quantity (see at least 0104). Therefore it would have been obvious to one of ordinary skill in the art at time of the invention to modify the system and method of Schleicher to automatically populate a purchase order field based on data in a contract and to compare order data with threshold data as taught by Yehia, in order to facilitate accuracy in generating orders.

Schleicher teaches all the above as noted under the 103(a) rejection but does not specifically disclose wherein an order amount field for a plurality of the stores with said attribute is determined automatically, at least in part, by the attribute. Yehia teaches all the above as noted under the 103(a) rejection and teaches the system using contract data to prevent inconsistencies in trading among partners in a value chain and basing system responses on established business rules enforced by the trading hub. Yehia teaches automatically populating data fields and automatically extracting data from fields to facilitate business transaction between trading partners and enforces business rules that include implications of the quantities ordered and the time period on pricing and potential discounts (see at least 0117) (please note examiner's interpretation: relationship between



discounted pricing and quantity are enforced by business rules applied by the system. Therefore it would have been obvious to one of ordinary skill in the art at time of the invention to modify the system and method of Schleicher to determine quantity (i.e. order amount) at least in part by the attribute (i.e. discounted pricing) as taught by Yehia, in order to ensure consistencies in order generations and processing between trading partners.

Schleicher teaches all the above as noted under the 103(a) rejection and teaches populating a purchase order with product information and storing purchase orders in a database, but does not specifically disclose making selections from a catalog. Yehia teaches all the above as noted under the 103(a) rejection and teaches ordering support systems and further teaches a service catalog as an application (please note examiner's interpretation: for purpose of accessing a catalog to facilitate ordering process) (see at least 0006). Therefore it would have been obvious to one of ordinary skill in the art at time of the invention to modify the system and method of Schleicher to make selections from a catalog as taught by Yehia, in order to facilitate the population of a purchase.

Shleicher teaches all the above as noted under the 102(e) rejection but does not disclose segmented permission portions to permit entering data based on buyer ID. On the other hand Yehia teaches FIGS. 18-23 being a series of screen shots illustrating the customized interpretations of a contract, the user being logged in to the system 300 with a user ID and password, and further teaches the information and screens being customized to the user ID (see at least 0232). For

example, an account administrator would only see an account management screen, a purchasing manager being authorized to see orders and how to place orders. A contract manager seeing contracts. FIG. 18 shows a screen for searching preexisting contracts. Therefore it would have been obvious to one of ordinary skill in the art at time of the invention to modify the system and method of Schleicher to implement permissions for data entering as taught by Yehia, in order to segment data entering by user ID.

Schleicher and Yehia (for claims 25 and 47) or Schleicher alone (for claim 56) teach all the above as noted under the 103(a) and 102(e) rejections and teach a) a supply chain hub managing web-based applications used by trading partners, b) presenting content in HTML format, and c) preparing and sending purchase orders to one or more trading partners via the supply chain hub, but do not specifically disclose a designator to display a store organization or item organization. The Examiner takes the position that it is old and well known in the arts to display purchasable products by brand/supplier or by item categories. For example, Summit Racing (Item: U) provides an example of permitting the buyer to select either format useful to the buyer. Therefore it would have been obvious to one of ordinary skill in the art at time of the invention to modify Schleicher and Yehia or Schleicher alone to provide format designators as taught by ON2, in order to display catalog information useful to a buyer.

*Pertaining to system, program code and logic claims*

Rejection of system, program code, and logic claims is based on the same rational as noted above.

- 2. Claims 8, 15-18, and 37-40 are rejected under 35 USC103(a) as being unpatentable over Schleicher (US 2003/0115119), Yehia (US 2002/0147726), and ON2 (admitted prior art regarding old and well-known in the art) as applied to claims 12 and 35, further in view of Official Notice (regarding old and well known in the arts referred hereinafter as ON1).**

Schleicher, Yehia, and ON2 teach all the above as noted under the 103(a) rejection and teach a) contracts that factor taxes and processing trading partner purchase orders, b) shipping product to trading partners, and b) notifying trading partners on inconsistencies (e.g. based on pricing, quantities available), but do not specifically disclose other specifics pertaining to the purchase order. The Examiner takes the position that it is old and well known in the art for businesses to request and/or convey purchasing data necessary and prudent to complete a purchase request. For example, data indicating proper shipping/handling (e.g. modal/fragile items), required taxes, product availability, ship date(s), shipping location(s) or alternate shipping location(s) (i.e. intermediate shipping locations) are fundamental to exercising prudent business practice to ensure delivery of product to a trading partner consistent with trading partner agreements.

Therefore it would have been obvious to one of ordinary skill in the art at time of

the invention to modify Schleicher, Yehia, and ON2 to facilitate use of purchasing data as taught by ON1, in order to convey purchasing data fundamental to prudent business practice to ensure delivery of product to a trading partner consistent with trading partner agreements.

*Pertaining to system, program code and logic claims*

Rejection of system, program code, and logic claims is based on the same rational as noted above.

***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Robert M. Pond whose telephone number is 571-272-6760. The examiner can normally be reached on 8:30AM-5:30PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Mr. Yogesh Garg can be reached on 571-272-6756. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.



Robert M. Pond  
Primary Examiner  
June 18, 2007